

REMARKS

Applicants confirm the election of claims 12-20 of Group II for prosecution in this application. New claims 21-25 are directed to the same invention as the other Group II claims so that they should be examined together with claims 12-20 at this time. Also, claims 1-11 have been cancelled without prejudice to applicants' right to file a divisional application for these claims.

Claims 12-20 have been amended as noted herein to overcome the section 112 rejections that were made by the Examiner. These amendments are for formal reasons and clarity but do not affect the scope of the claims or the invention defined thereby. All of these changes are supported by the specification as originally filed so that there is no issue of new matter. The same is true of the new claims which are directed to preferred embodiments of the invention. The new claims are also supported by the specification as well as by the original claims. Accordingly, claims 12-25 are presented for examination at this time.

Claims 12-20 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for the reasons set forth on pages 3-5 of the action.

In response, claims 12, 15-17 and 19 have been amended along the lines suggested by the Examiner. In addition, claims 12 and 18-20 have been amended to incorporate explicit antecedent basis for all terminology used therein. Certain rejections are believed to be inappropriate and are traversed for the reasons that follow.

Claim 12 was rejected for use of the term "capable of." On page 3, the office action states that this term is indefinite, while at age 6, a court decision and definition for this term is provided. Applicants have not amended this term as it is entirely appropriate to describe potential uses of the claimed laminate sheeting and that term is fully understandable and defined as demonstrated by the office action itself. Claim 12 previously utilized the term "exceptional," but this now has been changed to --enhanced--. The use of a paper sheet that is cold-laminated to two plastic films clearly provides enhanced tear and burst resistance compared to the paper sheet or sheets, a plastic film, or even a laminate of paper and plastic.

In claim 15, the term "each" is used for its ordinary meaning, with the claim clearly reciting specific polymers for use as the first or second reinforcing films. In addition, the term "white paper" is not indefinite and is used in for its ordinary meaning, i.e., a typical sheet of typing or copy paper. This term is not indefinite as it is well known and clearly understood by skilled artisans as well as the general public. In fact, white paper is clearly different from kraft paper or colored paper, and the claim is written to encompass these different types of paper.

The use of kraft paper in claim 16 is also appropriate. Contrary to the statement in the office action, kraft is not a trademark but is instead a description of a type of unbleached paper that is commonly used, e.g., in grocery bags.

In view of the preceding comments, it is believed that all alleged section 112 insufficiencies have been overcome so that this rejection should be withdrawn.

Claims 12-20 were rejected as being unpatentable over the combination of US patents 3,986,640 to Redmond and 5,244,702 to Finestone et al. for the reasons set forth on pages 5-11 of the action. Applicants traverse this rejection.

Before specifically commenting on the references, a brief review of the claimed invention may be helpful to understand the patentable differences between the present claims and the cited references. The present invention relates to a flexible plastic-paper-plastic laminate sheeting capable of being converted by conventional equipment into envelopes, bags and other dilatable container products normally made of paper which initially are in a flat state. The laminate sheeting comprises a printable paper sheet having inside and outside surfaces; a first reinforcing film of synthetic oriented plastic material having an inner surface treated to increase the surface energy of the film and its affinity to adhesives and being cold-laminated by a water-based adhesive to the inside surface of the paper sheet; and a second reinforcing film of synthetic oriented plastic material having an inner surface treated to increase the surface energy of the film and its affinity to adhesives and being cold-laminated by a water-based adhesive to the outside surface of the paper sheet. If desired, a paper facing sheet can be provided on one or both of the outer surfaces of the plastic film(s) so that the sheeting has the appearance of a paper product. Dilatable container products made from these laminate sheetings have moisture resistance and enhanced tear and burst strength compared to products made from paper, plastic or combinations of paper and plastic.

As noted above, the term "capable of" is used to state a preferred, intended use of the laminate sheeting of the invention, but the claims are specifically directed to the laminate sheeting itself and are defined in terms of its structure. In this regard, it is respectfully submitted that the claim terms that were objected to by the Examiner on pages 8 and 10 of the action are not method limitations, but instead are structural definitions.

Specifically, "cold laminated" describes the product that results from a cold laminating process, and defines certain properties of the laminate sheeting. Claim 12 recites that the film is of a synthetic, oriented plastic material. A cold lamination of these oriented films and papers enables the orientation of the oriented films to be maintained in an unimpaired state and this contributes to the tear resistance and burst strength of the laminate

sheeting. In contrast, a heat sealed or hot melt adhered paper and plastic film laminate would not retain the oriented properties of the plastic film since the heat used in the heat sealing or hot melt adhesive adhering operations would result in a product in which the film has weakened or relaxed portions due to the exposure to heat. Also, due to the relatively long time required for the hot melt adhesive to set, or for that matter, other adhesives that require long curing times, the oriented plastic film can relax, shrink or move and cause irregularities in the final laminate. The important point to recognize here is that the resulting product is a structure, namely, a joined paper-plastic laminate, and this is true whether it is obtained by heat sealing, hot melt adhering, reactive adhesive curing, or cold laminating. A cold lamination, however, provides unexpected benefits compared to the other forms of laminating paper and plastic. These terms define the structure that results from the method rather than the method step itself. The same is true for the term "prior to lamination," which is used to signify the point in time where the enhanced surface energy of the film is provided. The claim is drafted to be very specific as to when the enhanced energy surface of the film is provided, as this is important for obtaining good adhesion between that surface of the film and the paper. Accordingly, the Examiner's comments regarding the method nature of these terms are incorrect so that those objections should be withdrawn.

Turning now to the cited references, applicants note that Redmond discloses certain materials for forming packages for flowable substances. These packages are formed by superimposing a sheet of a relatively flexible material over a sheet, web or card of a relatively stiff but flexible material and placing the flowable substance between the sheets. To enable the flowable material to be removed from the package, a cut is placed in the stiff material, so that when bending the stiff material it will rupture to allow the flowable substance to exit the package. After the stiff material is cut, it may be coated or covered with a sealant, such as a plastic, a wax or a foil, which is generally applied as a liquid to form a cover over the cut. The sealant forms a seal to prevent wicking or seepage of the flowable substance through the cut. In addition, the sealant "should be of a tensile strength which, when the stiff material is bent, will rupture at or closely adjacent to such cut" (Col. 2, line 21-34). Redmond further explains in the paragraph bridging columns 4 and 5 that the sealant "should be sufficiently weak, when the package is bent, so as to avoid interference with the rupture of the base 70 when the cut through or partially cut through base is bent or folded."

Redmond does not anticipate or render obvious the present claims. An oriented polymer film, as presently claimed, is not a sealant as disclosed by Redmond. In fact, Redmond teaches away from the use of a plastic film of the type used and claimed by

applicants. In col. 1, lines 46-61, Redmond describes the problems of a container formed of this plastic sheets, such as those used by applicants.

In contrast, applicants utilize a high strength, oriented plastic film to provide burst strength and tear resistance to the laminate sheeting and to container products made from that laminate sheeting. As Redmond does not disclose this feature, and in fact teaches against it, Redmond alone cannot be used to reject the present claims.

It is recognized that the Examiner has cited the Finestone et al. patent to remedy the deficiencies of the Redmond patent. The Finestone et al. patent is owned by the same entity as the present application, but that patent is directed to a plastic-paper or paper-plastic-paper laminate sheeting that is useful for envelopes or other dilatable container products. The combination of Redmond with Finestone et al. is not appropriate, since Redmond does not utilize oriented plastic films. Thus there is no relation between the Redmond and Finestone et al. patents that would lead one of ordinary skill in the art to the presently claimed invention. In addition, the present invention defines a plastic-paper-plastic sheeting that is useful for making containers for pasty fluids such as mustard or ketchup, while Finestone et al. does not mention such a utility. Furthermore, if the Finestone et al. oriented plastic films were substituted for the sealants used by Redmond, the functionality of Redmond's invention would be impaired, since the use of a high strength film would make Redmond's package much more difficult to open. As noted above, Redmond teaches against the use of such films and describes them as being problematic in the prior art. In view of these differences, the Redmond and Finestone et al. patents are incompatible, and it is respectfully submitted that the present rejection is not tenable. Accordingly, for the reasons set forth above, this rejection has been overcome and should be withdrawn.

Applicants submit that the entire application is now in condition of allowance, early notice of which would be appreciated. Should the Examiner not agree with the Applicants' position, then a personal or telephonic interview is respectfully requested to discuss any remaining issues and expedite the eventual allowance of the application.

Date: 4/28/03

Respectfully submitted,



Allan A. Fanucci

(Reg. No. 30,256)

WINSTON & STRAWN
Customer Number 28765
(212) 294-3311